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PATENT

DEC 02 2004

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant:	John C. Herr, et al.	}	Customer No.	34444
Serial No.	09/890,709	}	Art Unit:	1653
Filed:	July 31, 2001	}	Examiner:	Unknown
Title:	Methods and Compositions for Modulating Fertility			

**Certificate of Facsimile Under 37 CFR §1.8**

I hereby certify that this correspondence is being sent via facsimile to (703) 872-9306 under 37 C.F.R. § 1.8 on the date indicated below and is addressed to Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450.

Date: December 2, 2004  
Sue Ann Carr**REVOCATION AND APPOINTMENT  
BY ASSIGNEE OF PATENT APPLICATION**

Commissioner for Patents  
PO Box 1450  
Alexandria VA 22313-1450

Sir:

Pursuant to 37 CFR §§3.71 and 3.73(b), the University of Virginia Patent Foundation (the "Patent Foundation") certifies that it has reviewed an assignment of the entire right, title and interest in and to the patent application identified above to the University of Virginia from the co-inventors (University of Virginia employees). A copy of that assignment is attached.

The Patent Foundation further certifies that it has reviewed an assignment of the entire right, title and interest in the patent application identified above to the Patent Foundation from the University of Virginia, which is also attached.

The Patent Foundation further certifies that, to the best of its knowledge and belief, title to the above-identified patent application is vested solely and exclusively in the Patent Foundation.

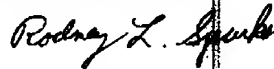


Attorney Docket No. 00121-03  
U. S. Patent Application Serial No. 09/890,709  
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The Patent Foundation hereby revokes all former Powers of Attorney and appoints the attorneys at the Patent Foundation associated with Customer No. 34444, with full power of substitution and revocation, to make alterations and amendments therein, to receive the patent, and to transact all business in the PTO connected therewith.

Please send all future correspondence in connection with this application to the undersigned attorney at the address associated with Customer No. 34444.

Respectfully submitted,



Rodney L. Sparks  
Registration No. 53,625

Date: December 2, 2004

University of Virginia Patent Foundation  
1224 West Main Street, Suite 1-110  
Charlottesville, VA 22903  
Telephone: (434) 243-6103  
Fax: (434) 924-2493



UVA/PF Ref: Herr-PSP95 (00121)

## ASSIGNMENT

WHEREAS, we, **John C. Herr, Arabinda Mandal, Michael Wolkowicz, and Kenneth L. Klotz** (the "Assignors"), have made an invention described in U.S. Patent Application Serial No. 09/890,709, filed July 31, 2001 entitled "Methods and Compositions for Modulating Fertility;" International Patent Application PCT/US00/02675 filed February 1, 2000; Provisional Patent Application Serial No. 60/118,030 filed February 1, 1999; and Provisional Patent Application Serial No. 60/188,995 filed February 8, 1999; and

WHEREAS, the **University of Virginia**, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights; except that Assignee hereby grants back to the Assignors a royalty free non-transferable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;



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AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

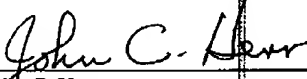
AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:


  
John C. Herr  
2645 Cedar Ridge Lane  
Charlottesville, Virginia 22901

Place of Execution:

City of Charlottesville, Virginia

COUNTY/CITY OF )  
Charlottesville ) ss:  
COMMONWEALTH OF VIRGINIA )

On this 8 day of January, 2002, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared John C. Herr, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.

  
Wanda J. Crawford [signature, please print name below]\_\_\_\_\_, Notary Public, my commission expires on: 5/31/04



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Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

Arabinda Mandal 1.8.02.  
Arabinda Mandal 600 BRANDON AVE. #32  
~~326 Fifteenth Street, Apartment 2B~~ A.M.  
Charlottesville, VA 22903

Place of Execution:

City of Charlottesville, Virginia

COUNTY/CITY OF )  
Charlottesville ) ss:  
COMMONWEALTH OF VIRGINIA )

On this 8 day of January, 2002, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Arabinda Mandal, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.

Wanda J. Crawford [signature, please print name below]

Wanda J. Crawford, Notary Public, my commission expires on: 5/31/04

Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

Michael Wolkowicz  
Michael Wolkowicz  
2607-E Hydraulic Road  
Charlottesville, VA 22901

Place of Execution:

City of Charlottesville, Virginia

COUNTY/CITY OF )  
Charlottesville ) ss:  
COMMONWEALTH OF VIRGINIA )

On this 8 day of January, 2002, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Michael Wolkowicz, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.

Wanda J. Crawford [signature, please print name below]

Wanda J. Crawford, Notary Public, my commission expires on: 5/31/04



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Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

Kenneth L. Klotz

2984 Alberene Church Lane

Esmont, VA 22937

Place of Execution:

City of Charlottesville, Virginia

COUNTY/CITY OF )

Charlottesville ) ss:

COMMONWEALTH OF VIRGINIA )

On this 9 day of January, 2002, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Kenneth L. Klotz, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.

Wanda J. Crawford

[signature, please print name below]

Wanda J. Crawford

Notary Public, my commission expires on:

5/31/04



Tech ID: Herr-FSP95  
Attorney Docket No. 00121

## ASSIGNMENT

WHEREAS, the University of Virginia, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignor") possesses the right, title and interest for and in an invention described in U.S. Patent Application Serial No. 09/890,709, filed July 31, 2001 entitled "Methods and Compositions for Modulating Fertility;" International Patent Application PCT/US00/02675 filed February 1, 2000; Provisional Patent Application Serial No. 60/118,030 filed February 1, 1999; and Provisional Patent Application Serial No. 60/188,995 filed February 8, 1999; and

WHEREAS, The University of Virginia Patent Foundation, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignor a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest herein assigned, that it has not executed and will not execute any



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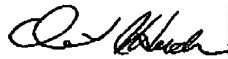
instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignor further covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of  
Representative for Assignor:



David J. Hudson

Representative's Title:

Associate Vice President for Research  
and Public Service, University of Virginia

Place of Execution:

City of Charlottesville, State of Virginia

COUNTY OF )  
ALBEMARLE ) ss:  
STATE OF VIRGINIA )

On this day of <sup>14</sup>January, 2001, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared David J. Hudson, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.



Laura E. Matheny, Notary Public  
My commission expires: July 31, 2003